VILLAGE OF INDIANTOWN
AGENDA
REGULAR VILLAGE COUNCIL MEETING

July 23, 2026
6:30 PM
BOB SOUZA CENTER
15655 SW Osceola Street. Indiantown, Florida 34956

VILLAGE COUNCIL
CARMINE DIPAOLO, MAYOR
PHYLLIS WATERS BROWN, VICE MAYOR
ANGELINA PEREZ, COUNCILMEMBER
KAREN ONSAGER, COUNCILMEMBER
VERNESTINE PALMER, COUNCILMEMBER

ADMINISTRATION
TARYN KRYZDA, VILLAGE MANAGER
WADE C VOSE ESQ, VILLAGE ATTORNEY
LARHONDA MCBRIDE, VILLAGE CLERK

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That's why we say "Character Counts" in Indiantown. Civility is practiced at all Village meetings.

Special Needs: If anyone attending this meeting requires a reasonable accommodation, please contact LaRhonda McBride, Village Clerk, by telephone at (772) 597-9900 or by email at lmcbride@indiantownfl.gov at least 48 hours in advance.

Quasi-Judicial Hearings: Some of the matters on the Agenda may be "quasi-judicial" in nature. Village Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony.

Appeal of Decision: If a person decides to appeal any decision made by the Village Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS, PULLED ITEMS OR OTHER MODIFICATIONS

PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS

PUBLIC COMMENT (3 MINUTES EACH)

-The public is invited to comment for up to 3 minutes ***on any item not on the Agenda.*** *Questions are typically deferred to staff, and if civility is not practiced, the Mayor may rule the person out of order, and may require the person be removed from the meeting.*

COMMITTEE REPORTS

COMMENTS BY VILLAGE COUNCIL MEMBERS

COMMENTS BY VILLAGE MANAGER

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

Village Council Minutes June 25, 2026

July 9, 2026 Village Council Minutes

Approval of Charitable Contribution Agreement between NextEra Energy Foundation and the Village of Indiantown
Staff recommends that the Village Council approve the Charitable Contribution Agreement between NextEra Energy Foundation and the Village of Indiantown.

REGULAR AGENDA

Approval of Contract to Purchase CRA Property at 16870 SW Charleston St. from Martin County
Staff recommends that the Village Council approve the Contract to Purchase CRA Property at 16870 SW Charleston St. from Martin County, and authorize the Village Manager to execute all documents necessary to finalize the closing of the purchase of the property.

DISCUSSION ITEMS

PUBLIC COMMENT

-The public is invited to comment for up to 3 minutes ***on any item not on the Agenda.*** *Questions are typically deferred to staff, and if civility is not practiced, the Mayor may rule the person out of order, and may require the person be removed from the meeting.*

ANNOUNCEMENTS

NEXT REGULAR MEETING

AUGUST 13, 2026
6:00 PM

ADJOURNMENT

VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM

MEETING DATE: July 23, 2026

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: Village Council Minutes June 25, 2026

SUMMARY OF ITEM: Village Council Minutes June 25, 2026

FISCAL IMAPCT STATEMENT: N/A

RECOMMENDATION:

PREPARED BY: LaRhonda McBride DATE: 07/15/26

ATTACHMENTS:
Description
20260625 Regular Village Council Meeting DRAFT.docx

VILLAGE OF INDIANTOWN
REGULAR VILLAGE COUNCIL MEETING MINUTES
June 25, 2026
6:00 PM

BOB SOUZA CENTER
15655 SW Osceola Street, Suite C
Indiantown, FL 34956

CALL TO ORDER: 6:02 p.m.

ROLL CALL: LaRhonda McBride, Village Clerk

PRESENT: Mayor Carmine Dipaolo, Vice Mayor Phyllis Waters Brown, Council Member Vernestine Williams Palmer, Council Member Angelina Perez, and Council Member Karen Onsager. *Staff:* Village Manager Taryn Kryzda, Village Attorney Wade C. Vose, and Village Clerk LaRhonda McBride.

INVOCATION: Pastor Williams

PLEDGE OF ALLEGIANCE: Mayor Dipaolo led the Pledge of Allegiance.

ADDITIONS, DELETIONS, PULLED ITEMS OR OTHER MODIFICATIONS: None

PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS: None

PUBLIC COMMENT:

Melissa Hague requested that staff and Council begin to review relevant concerns and make necessary preparations for potential data centers. She stated that she is not seeking a ban but wants to ensure future growth is regulated. She also inquired about HAZMAT grants and who in the Village manages grant applications.

Brandon Schessl asked whether the Village has the capacity to either help fund or accommodate the Indiantown Thunderbirds.

Eric Miller spoke regarding data centers and requested that the Council consider any future proposals without industry influence. He thanked Finance Director Florio for his assistance with

IT issues.

COMMITTEE REPORTS: None

COMMENTS BY VILLAGE COUNCIL MEMBERS:

Council Member Onsager requested that staff arrange for a public meeting on the subject of data centers to be held in August. She thanked staff for having the Lieutenant Governor come to the Village to speak about data centers.

Council Member Williams Palmer stated that more information and guard rails are needed in regard to data centers. She asked what would happen to properties that are developed for data centers but then abandoned and asked where developers currently stand with respect to water capacity.

Village Manager Kryzda replied that the Village makes it clear to developers that there is no capacity for them at present. The Village would continue to build the new water plant and make improvements to the existing plant. Village Attorney Vose and his office are working on a developers' agreement that will allow them to continue existing projects and hook up to the new plant when it is ready.

Council Member Williams Palmer asked whether the Florida Power & Light donation earmarked for parks could be used for water.

Village Attorney Vose explained that the donation is targeted to that particular use. He clarified that the Village has adequate capacity for everyone hooked up to the water system at present, as well as a number of additional equivalent residential units. There is no further capacity for new developments.

Council Member Williams Palmer inquired about water quality.

Village Manager Kryzda explained that the quality would not improve until the water main is replaced.

Council Member Perez and Council Member Williams Palmer requested Spanish and Creole translators for the meeting in August.

Vice Mayor Waters Brown had no comments.

Mayor Dipaolo had no comments.

COMMENTS BY VILLAGE MANAGER:

Village Manager Kryzda had no comments.

APPROVAL OF AGENDA:

Motion was made to approve the Agenda by Council Member Onsager. Motion was duly seconded by Council Member Williams Palmer and approved unanimously.

CONSENT AGENDA:

- Approval of the Minutes of the Village Council Meeting of June 11, 2026

Motion was made to approve the Consent Agenda by Council Member Onsager. Motion was duly seconded by Council Member Williams Palmer and approved unanimously.

REGULAR AGENDA:

- Acceptance and Allocation of $250,000 Donation from the Florida Power & Light (FPL) NextEra Energy Foundation Pursuant to Tesoro Groves Planned Unit Development (PUD) Zoning Agreement

  Village Manager Kryzda provided an overview of the item.

  Council Member Onsager clarified for the public that the donation is not quid pro quo.

  Council Member Williams Palmer requested confirmation that Parks & Recreation Director Deborah Resos would retain control over all decisions related to the parks.

  Village Manager Kryzda confirmed that she would.

  Council Member Onsager asked Finance Director Florio how the $250,000 would be entered in the books.

  Finance Director Florio stated that it would be entered as unearned revenue.

  Discussion ensued regarding the duties of the Parks and Recreation Advisory Board.

  Melissa Hague inquired about a needs assessment, noting that water might be higher priority than parks improvements.

  Eric Miller spoke in opposition to accepting the donation.

  Ana Farias spoke in opposition to accepting the donation.

  Wyatt Hendry spoke in support of accepting the donation.

  Christa Miley requested transparency, clear cost estimates, and opportunities for

community input. She suggested providing the public with an opportunity to review the timeline and scope of Big Mound Park improvements.

Council Member Onsager asked Marshall Critchfield with FPL to answer questions.

Mr. Critchfield stated that he was not prepared to answer about the specifics of the donation, as he had not expected the donation to be controversial. He stated that FPL supports youth sports and would like to invest in the community.

Council Member Onsager asked whether the donation allocation was decided by FPL or requested by someone.

Mr. Critchfield replied that he believed it was decided by FPL.

Motion was made to accept the $250,000 donation and adjust the FY2025-2026 budget, accordingly, allocating the funds toward improvements at Big Mound Park athletic fields, by Vice Mayor Waters Brown. Motion was duly seconded by Council Member Onsager and approved unanimously.

- Building Permit and Inspection Fees

Village Manager Kryzda provided an overview of the item.

Council Member Onsager spoke in favor of providing residents with an additional 60 days to pay the $140 permitting fee, without extra fees at a rate of 100% (equivalent to $280).

Discussion ensued regarding the number of violations, whether violations are occurring outside of water systems, whether to include fencing violations in the 60-day reprieve, transparency and preferences surrounding water quality and whether developers have a responsibility to notify potential residents about water quality.

Mayor Dipaolo asked whether there would be liability associated with providing reprieve to residents.

Village Attorney Vose stated that there should be no liability risk posed by charging the inspection fee but waiving the penalty after the fact.

Mayor Dipaolo proposed a 30-day extension.

Vice Mayor Waters Brown was in favor of providing residents with an extension to pay fees but not with waiving the fees.

Council Member Williams Palmer requested that all members of the Council take care to respect the residents and one another in their remarks.

Eric Miller spoke in favor of waiving the additional fees.

Ana Farias spoke in favor of waiving the additional fees.

Sheila Rosario spoke regarding the need to inform new incoming residents about these regulations and requested an information sheet from the water utility for residents.

Discussion ensued regarding whether the proposal would set a precedent for future developments.

Motion was made to provide residents with 60 days to come into compliance without having to pay $280 in additional fees by Council Member Onsager. Motion was duly seconded by Vice Mayor Waters Brown and approved unanimously.

FIRST READING ORDINANCES: None

SECOND READING ORDINANCES: None

DISCUSSION ITEMS: None

ANNOUNCEMENTS:

Council Member Perez announced two upcoming events:

- Family Market on Wednesday, July 1, 2026, at 10:00 a.m. in Big Mound Park
- Fourth of July fireworks in Timer Powers Park on Saturday, July 4, 2026, from 5:00 to 9:00 p.m.

NEXT REGULAR MEETING: July 9, 2026

ADJOURNMENT: 7:41 p.m.

ATTEST: **VILLAGE OF INDIANTOWN, FLORIDA**

_____ _____

LaRhonda McBride, Village Clerk

Carmine Dipaolo, Mayor

_____
Date

VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM

MEETING DATE: July 23, 2026

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: July 9, 2026 Village Council Minutes

SUMMARY OF ITEM: July 9, 2026 Village Council Minutes

FISCAL IMAPCT STATEMENT: NA

RECOMMENDATION:

PREPARED BY: LaRhonda McBride DATE: 07/17/26

ATTACHMENTS:
Description
20260709 Regular Village Council Meeting.docx

VILLAGE OF INDIANTOWN
REGULAR VILLAGE COUNCIL MEETING MINUTES
July 9, 2026
6:00 PM

BOB SOUZA CENTER
15655 SW Osceola Street, Suite C
Indiantown, FL 34956

CALL TO ORDER: 6:02 p.m.

ROLL CALL: LaRhonda McBride, Village Clerk

PRESENT: Mayor Carmine Dipaolo, Vice Mayor Phyllis Waters Brown, Council Member Vernestine Williams Palmer, Council Member Angelina Perez, and Council Member Karen Onsager. *Staff:* Village Manager Taryn Kryzda, Village Attorney Wade C. Vose, Finance Director Michael Florio, Parks & Recreation Director Deborah Resos, Parks & Facilities Supervisor Brian Green, Administrative Assistant Joshua Almeida and Village Clerk LaRhonda McBride.

INVOCATION: Pastor Williams

PLEDGE OF ALLEGIANCE: Mayor Dipaolo led the Pledge of Allegiance.

ADDITIONS, DELETIONS, PULLED ITEMS OR OTHER MODIFICATIONS: None

PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS:

- Parks & Recreation Month Proclamation

  Village Clerk McBride presented the Proclamation in honor of Parks & Recreation Month.

  Parks & Recreation Director Resos accepted the Proclamation and announced the fourth annual Family Fun Day would be held at Post Family Park on Saturday, July 11, 2026, from 10:00 a.m. to 2:00 p.m. She also announced that her department is seeking teams to compete against the Village's kickball team on Friday, August 7, 2026, from 5:30 to 8:00 p.m. at the Booker Park sports field.

PUBLIC COMMENT:

Brandon Chessle requested a reference list of items requiring permits, requested that documents attached to meeting agendas be made available with more lead time in order to give the public adequate time to review them, and spoke regarding conflict between the Council and the public.

Melissa Hague spoke regarding her positive experience attending the recent Parks and Recreation Board meeting and requested updates on the status of her requests for a Resident Advisory Council and an administrative pause on data centers.

Eric Miller inquired about the commercial trailer parked at the Village's property at the base of the bridge.

Linda Nycum requested that staff notify the public about what is in the pipeline before it is voted on. She inquired about the Council's committee reports and stated that she would like to see improvements in performance.

COMMITTEE REPORTS: None

COMMENTS BY VILLAGE COUNCIL MEMBERS:

Council Member Onsager proposed that the Village attempt to identify a community member to help fund the Indiantown Athletic Association. She noted that the informative community meeting is coming up and proposed a 90-day administrative pause on acceptance, processing, and approval for applications of all large-load data centers, particularly given upcoming elections.

Motion was made to establish a 90-day administrative pause on acceptance, processing, and approval on all applications for large-load data center development project, and to direct Staff to proceed with an informational meeting with technical experts, representatives from the South Florida Water Management District, utility providers, and relevant staff, to help Council and public understand current and projected demands on the water supply, by Council Member Onsager. Motion died for lack of a second.

Council Member Williams Palmer proposed a longer administrative pause.

Council Member Perez requested the opinion of the Village Attorney.

Village Attorney Vose stated that in his legal opinion, such an administrative pause would be a violation of Senate Bill 180. He advised that adopting a pause would likely prompt lawsuits against the Village.

Mayor Dipaolo stated that the legislature that made SB 180 also gave the Village $120 million.

Village Manager Kryzda noted that small municipalities can lose funding when they oppose government policy.

Mayor Dipaolo reported that he had visited a data center in Tennessee and had not noticed any negative impacts. He opposed the prospect of exposing the Village to a lawsuit and risking losing grant funding. He recommended tabling this matter.

Council Member Williams Palmer requested the matter be discussed with experts at the upcoming Town Hall.

Council Member Onsager stated that she appreciated the Village Attorney's opinion and clarified that her proposal was motivated by a desire to reduce the burden on newly elected officials.

Vice Mayor Waters Brown addressed Ms. Nycum's public comment, noting that she regularly attends committee meetings and provides reports. She stated that she would like to attend a workshop from August 13 through 15, 2026. She requested an update from Village Manager Kryzda on the recent Fernwood flooding, fire flow and water pressure, and State Bill 803.

Village Manager Kryzda advised that Public Works & Utilies Director Patrick Nolan and the Village engineer were having properties in the area surveyed to understand the elevation variances in Fernwood. Regarding SB 803, staff were working with Martin County to implement those changes. Regarding fire flow and water pressure, a water main had burst following a recent storm, and funds will need to be identified to update the system.

Council Member Perez thanked Village staff for providing good communication about the storm. Given recent traffic accidents in the community, she requested that the Sheriff's office provide quarterly public safety updates in both English and Spanish.

Council Member Williams Palmer advised that some residents have reported having trouble finding the agenda on the Village website.

Village Clerk McBride stated that agendas are published in a different location than the calendar on the Village website.

Council Member Williams Palmer asked whether eligibility requirements for serving on the Planning, Zoning and Appeals Board had changed.

Village Clerk McBride stated that the eligibility requirements had not changed and stipulated that someone must be a resident for a year prior to appointment.

Council Member Williams Palmer requested clarification regarding who is responsible for managing sports fields between Barbara Clowdus and Parks & Recreation Director Resos.

Council Member Williams Palmer requested that funds be earmarked for the Thunderbirds football team and proposed immediate activation of a Resident Advisory Committee.

Council Member Onsager suggested waiting to implement such a committee until after the Council election.

Village Attorney Vose recommended stipulating precisely what the duties of that committee would be.

Mayor Dipaolo suggested that representatives from each community could bring any issues before the Council.

Council Member Williams Palmer requested an update on the status of the updates to the Indiantown Community Trust Fund

Village Manager Kryzda explained that the matter went before the Parks and Recreation Board but was tabled as there were changes to the agenda item that the Board had not had time to review.

Council Member Williams Palmer stated that it does not look good for a Board to allocate money to a specific entity and then change the allocation.

Village Manager Kryzda offered to add an item on this matter to a future agenda.

Council Member Perez had no comments.

Vice Mayor Waters Brown had no comments.

Mayor Dipaolo had no comments.

COMMENTS BY VILLAGE MANAGER:

Village Manager Kryzda had no comments.

APPROVAL OF AGENDA:

Motion was made to approve the Agenda by Vice Mayor Waters Brown. Motion was duly seconded by Council Member Williams Palmer and approved unanimously.

CONSENT AGENDA: None

REGULAR AGENDA:

- FY 2027 Budget Presentation

  Finance Director Michael Florio delivered a presentation on the 2027 fiscal year budget.

  Discussion ensued regarding staffing and positions needed, how the proposed tax bill might impact the Village, funding for water system improvements, and advertising for open IT positions in the Finance Department.

David Powers thanked Finance Director Florio for his excellent work.

Council Member Williams Palmer followed up on her inquiry from a prior meeting regarding Leon County's budget game paradigm for residents.

Village Manager Kryzda noted that Village workshops do not generally include that kind of interaction with the public.

Mayor Dipaolo stated that transportation for the disadvantaged will be challenging and should be prioritized in the budget. He will bring back more information after the upcoming Metropolitan Planning Organization meeting.

Julie Roberts suggested late fees be imposed only on people who are habitually late. Regarding the proposed 90-day administrative pause on data centers, she suggested that any expert giving an opinion should be non-biased.

FIRST READING ORDINANCES: None

SECOND READING ORDINANCES: None

DISCUSSION ITEMS: None

PUBLIC COMMENT:

Sheila Rosario requested a clear separation of responsibilities between Ms. Clowdus and Parks & Recreation Director Resos, inquired about emergency services in the event of a train stoppage, and requested a breakdown of

ANNOUNCEMENTS: None

NEXT REGULAR MEETING: July 23, 2026

ADJOURNMENT: 8:12 p.m.

ATTEST: **VILLAGE OF INDIANTOWN, FLORIDA**

_____ _____

LaRhonda McBride
Village Clerk

Carmine Dipaolo,
Mayor

_____
Date

VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM

MEETING DATE:	July 23, 2026
MEETING TYPE:	Regular Village Council Meeting
AGENDA ITEM TITLE:	Approval of Charitable Contribution Agreement between NextEra Energy Foundation and the Village of Indiantown
SUMMARY OF ITEM:	Pursuant to the Village Council's approval and direction at its June 25, 2026 Council meeting, the attached Charitable Contribution Agreement between NextEra Energy Foundation and the Village has been reviewed by the Village Attorney. Revisions were made to conform the agreement to the requirements of Florida law for local governments, and to enhance budgetary certainty relating to the payments made over the term of the agreement. FPL/NextEra Energy Foundation has agreed to these revisions. As discussed at the June 25, 2026 Council meeting, pursuant to the Agreement, NextEra Energy Foundation will pay the Village $250,000 over a five year period ($50,000 per year) for targeted improvements to the Village's public sports fields and facilities.
FISCAL IMAPCT STATEMENT:	Pursuant to the Agreement, NextEra Energy Foundation will pay the Village $250,000 over a five year period ($50,000 per year) for targeted improvements to the Village's public sports fields and facilities.
RECOMMENDATION:	Staff recommends that the Village Council approve the Charitable Contribution Agreement between NextEra Energy Foundation and the Village of Indiantown.
PREPARED BY:	Wade C Vose Esq DATE: 07/17/26

ATTACHMENTS:
Description
2026 Foundation Agreement - Village of Indiantown wcv rev final 07-17-26.docx

CHARITABLE CONTRIBUTION AGREEMENT BETWEEN
NextEra Energy Foundation
AND
Village of Indiantown

This Charitable Contribution Agreement ("Agreement") is made and entered into, effective this ___ day of _____, 2026, by and between Village of Indiantown ("Recipient") and NextEra Energy Foundation, Inc. ("NEEF") (NEEF and Recipient are each referred to herein individually as a "Party" and collectively as the "Parties"), with reference to the following:

WITNESSETH:

WHEREAS, Recipient, a municipality, is utilizing funds for targeted improvements to the Village of Indiantown's public sports fields and facilities; these improvements are for the benefit of the public (the "Project");

WHEREAS, NEEF wishes to make a contribution of funds to Recipient for use in connection with the Project;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – PARTIES' OBLIGATIONS

1.1 **NEEF Responsibilities.** NEEF agrees that it will contribute the amounts set forth on Exhibit A hereto, which is hereby incorporated by reference into this Agreement ("Contribution Amount") to Recipient to be used by Recipient solely for purposes of the Project. NEEF will make payments of the Contribution Amount or portions thereof in accordance with the schedule set forth in Exhibit A.

1.2 **Recipient Responsibilities.**

1.2.1 Recipient will perform the obligations and grant NEEF the recognition all as set forth in this Agreement, including in Exhibit B hereto, which is hereby incorporated by reference into this Agreement. Exhibit B further sets forth the expected collaboration between the Parties in connection with this Agreement and the Project.

1.2.2 To the extent permitted by law, Recipient will hold harmless, indemnify and defend NEEF, its affiliates and parent companies, and each of their officers, directors, agents, employees, successors and assigns against all liability, claims, judgments, damages or

costs whatsoever arising from (i) injury to, or death of any person or persons or the loss or damage to any property arising out of Recipient's performance under this Agreement, the Project or resulting from any negligence or failure to act by Recipient or any of its contractors, subcontractors, employees, agents, or representatives; or (ii) actual or alleged infringement of any patent, copyright, trademark or other intellectual or privacy right of a third party by Recipient or any of its contractors, subcontractors, employees, agents, or representatives in connection with the Project. The aforementioned obligations in this paragraph shall not be construed as a waiver of Recipient's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Florida Statutes, and subject to the procedural requirements set forth therein.

1.2.3 Recipient warrants and covenants that the Contribution Amount shall be used only in connection with the Project and for the purposes set forth in this Agreement.

1.2.4 Recipient shall submit to NEEF a year-end report for each year in which amounts paid hereunder are attributable to the Project. Such year-end report shall document the means in which the Contribution Amount funds were used for the Project in accordance with the Agreement. Such report shall also contain any data or metrics showing impact of the Project as agreed upon by the Parties. NEEF shall have the right, but not the obligation, at all times to inspect the Recipient's books, records and documents of any kind which are in any way related to this Agreement for the purpose of auditing and verifying the Recipient's performance of and compliance with the provisions of this Agreement. The Recipient shall preserve all such records for six years after payment under this Agreement and NEEF shall have the right to audit until the end of this period. Recipient shall immediately refund any amounts determined by NEEF to not have been used in accordance with the terms of this Agreement.

1.2.5 Recipient warrants that it is, and shall remain during the term of this Agreement, a tax-exempt organization under the Internal Revenue Code. Recipient shall provide evidence of such tax-exempt status to NEEF and shall immediately notify NEEF if its tax-exempt status changes. Should Recipient lose its tax-exempt status, this Agreement is null and void and Recipient must immediately refund the Contribution Amount to NEEF.

1.2.6 NEEF's obligation to make payment under this Agreement is subject to Recipient's compliance with this Section 1.2.

ARTICLE 2 – TERM AND TERMINATION

2.1 **Term.** This Agreement shall be effective from the Effective Date until the later of:

(i) completion of the Project; or (ii) June 30, 2030, unless earlier terminated in accordance with this Agreement.

2.2 **Termination**

2.2.1 **Termination for Default.** Either party, by written notice, may terminate this Agreement in whole or in part for failure of the other party to materially perform any of the provisions herein. If this Agreement is terminated due to the default of Recipient, NEEF shall be entitled to a refund of the Contribution Amount.

ARTICLE 3 – NON-DISCRIMINATION AND LEGAL COMPLIANCE STANDARDS

3.1 **General Policy.** NEEF is frequently solicited to support, host, sponsor, contribute to, and participate in various external events, programs, and initiatives. As responsible stewards of NEEF's resources and reputation, and to ensure all activities align with NEEF's strategic business objectives and unwavering commitment to legal compliance and ethical conduct, all such engagements shall be governed by the following mandatory guidelines.

3.2 **Strategic Alignment Requirements.** NEEF shall prioritize partnerships and collaborations with organizations whose missions, activities, and values align with NEEF's designated social impact focus areas. All potential partnerships shall be evaluated against these criteria to ensure synergy with NEEF's corporate responsibility objectives and long-term strategic vision.

3.3 **Non-Discrimination and Legal Compliance Standards.** As a condition precedent to any partnership or engagement, all prospective organizations must provide written affirmation of their commitment to: (a) non-discrimination in all forms and (b) full compliance with all applicable federal, state, and local laws and regulations.

3.4 **Prohibited Activities.** NEEF shall not sponsor, host, fund, or participate in any events, activities, awards, programming, scholarships, internships, endowments, or other initiatives that: (a) limit or restrict access, attendance, or participation based on race, ethnicity, gender, sexual orientation, religion, national origin, disability status, or any other protected characteristic under applicable law or (b) promote discrimination or exclusionary practices.

3.5 **Investment Evaluation and Return Assessment.** Prior to approving any partnership or engagement, NEEF shall conduct a comprehensive assessment utilizing both qualitative and quantitative metrics to determine the anticipated return on investment and strategic value. Such evaluation shall consider: (a) alignment with business priorities and corporate objectives; (b) potential for measurable community impact; (c) enhancement of NEEF's reputation and stakeholder relationships; (d) cost-benefit analysis; and (e) opportunity

cost relative to alternative investments. NEEF shall maintain documentation of such assessments to ensure transparency and accountability in resource allocation decisions.

3.6 **Ongoing Monitoring and Compliance.** NEEF reserves the right to monitor ongoing partnerships for continued compliance with these guidelines and may terminate any engagement that fails to meet these standards or that becomes inconsistent with NEEF's values or business interests.

ARTICLE 4 – GENERAL TERMS AND CONDITIONS

4.1 **Publicity.** Except as expressly provided herein, neither the NEEF nor Recipient shall have the right to use in any way the commercial or trade name, trademark(s), service mark(s), logo(s), or other identification of the other party or its affiliates without such party's prior written consent.

4.2 **Independent Contractor.** NEEF and Recipient shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, legal partnership, or joint venture of employment between Recipient and NEEF. None of the personnel under contract to, employed by, or volunteering for Recipient shall be deemed in any way to have any contractual or employment relationship with NEEF whatsoever. Recipient shall be solely responsible for the conduct of its employees, personnel, contractors, subcontractors and agents in connection with their performance of Recipient's obligations hereunder.

4.3 **Force Majeure.** No party shall be responsible for delays caused by unforeseeable events beyond its reasonable control, including acts of God, weather delays, and government restrictions.

4.4 **Notices.** All notices required or permitted hereunder shall be deemed duly given if sent by certified mail, postage prepaid, addressed to the parties as follows:

If to NEEF:

NextEra Energy Foundation, Inc.
Attn: Juliet Roulhac, Foundation Manager
700 Universe Blvd.
Juno Beach, FL 33408

If to Recipient:

Village of Indiantown
Attn: Taryn Kryzda, Village Manager

15516 SW Osceola St., Suite B
Indiantown, Florida 34956

4.5 **Assignment.** This Agreement is not assignable in whole or in part by any party hereto in the absence of the prior written consent of the other party, which shall not be unreasonably withheld; except that no such prior written consent shall be required for assignment of the Agreement by NEEF to an affiliate of NEEF.

4.6 **Limitations to Liabilities.** In no event shall NEEF be liable to the Recipient for indirect, incidental or consequential damages resulting from such NEEF's performance, nonperformance or delay in performance of its obligations under this Agreement, or from NEEF's delay, termination or suspension of this Agreement. In no event shall NEEF's or any of its affiliates total liability to Recipient and any other party in connection with this Agreement exceed the Contribution Amount.

4.7 **Waiver of Trial by Jury.** EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

4.8 **Governing Law.** This Agreement shall be governed in all respects by and construed in accordance with the Laws of the State of Florida without regard to conflicts of law principles. Any action at law, suit in equity or other proceeding against any Party with respect to any term or provision of his Agreement or in connection with an of the transactions contemplated by this Agreement shall be brought and maintained in the Federal District Court, Southern District of Florida, or the Circuit Court of Palm Beach County, Florida.

4.9 **Survival.** The obligations of the parties hereunder which by their nature survive the termination of the Agreement hereunder, shall survive and inure to the benefit of the parties including but not limited to Sections 1.2.2, 4.1, 4.2, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9 and 4.10.

4.10 **Entire Agreement.** This Agreement contains the entire understanding between the parties hereto relating to the subject matter contained herein and supersedes any and all prior agreements, arrangements, communications, or representations, whether oral or written. This Agreement may not be amended, altered, modified or changed except when approved in writing and signed by both parties hereto.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

NEXTERA ENERGY FOUNDATION, INC.

_____

David Flechner, Secretary Date:

ATTEST:

VILLAGE OF INDIANTOWN,
a Florida municipal corporation

_____

LaRhonda McBride, Village Clerk

By: _____

Carmine Dipaolo, Mayor

Date: _____

FOR THE USE AND RELIANCE OF THE VILLAGE ONLY. APPROVED AS TO FORM.

_____

Wade Vose, Village Attorney

Exhibit A

Contribution Amount

The NextEra Energy Foundation will pay the Village of Indiantown municipality $250,000 over five years (2026-2030), based on the payment schedule below and upon execution of this agreement.

Payee Name	Total Investment	Installments				
		2026	2027	2028	2029	2030
Village of Indiantown	$250,000	$50,000	$50,000	$50,000	$50,000	$50,000

Exhibit B

Project Description

Funds will be utilized for targeted improvements to the Village of Indiantown's public sports fields and facilities, which will be a benefit to the public.

VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM

MEETING DATE: July 23, 2026

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: Approval of Contract to Purchase CRA Property at 16870 SW Charleston St. from Martin County

SUMMARY OF ITEM: Earlier this year, the Village Council approved making an offer to Martin County to purchase the CRA property located at 16870 SW Charleston St. (adjacent to the Village's multi-use athletic field in Booker Park) for a purchase price of $275,000.

Since that time, the Martin County CRA transferred title to the property from the CRA to the Martin County Board of County Commissioners, and the Board of County Commissioners has approved selling the property to the Village at the $275,000 purchase price.

A contract to purchase the property has been prepared, and this item requests the Village Council's approval of the purchase contract, and authorization for the Village Manager to execute all documents necessary to finalize the closing of the purchase of the property.

FISCAL IMAPCT STATEMENT: As previously discussed, funding for the purchase would come from the Village's portion of the County's one-half cent infrastructure sales tax.

RECOMMENDATION: Staff recommends that the Village Council approve the Contract to Purchase CRA Property at 16870 SW Charleston St. from Martin County, and authorize the Village Manager to execute all documents necessary to finalize the closing of the purchase of the property.

PREPARED BY: Wade C Vose Esq DATE: 07/17/26

ATTACHMENTS:
Description
Village_of_Indiantown_-_charleston_st. (1).pdf

Martin County, a political
subdivision of the State of Florida
2401 S.E. Monterey Road, 2nd Flr.
Stuart, Florida 34996
ATTN: Carla Segura

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Vacant Land Contract

1. Sale and Purchase ("Contract"): ***Martin County, a political subdivision of the State of Florida*** ("**Seller**") and ***Village of Indiantown, a municipal corporation of the State of Florida*** ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: ***16870 SW Charleston Street, Indiantown FL 34956***
Legal Description: ***THE NORTH 210 FEET OF THE WEST 210 FEET OF THE EAST 450 FEET OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 40 SOUTH, RANGE 38 EAST, SAID LANDS LYING IN MARTIN COUNTY, FLORIDA, as last recorded in Official Records Book 2508, Page 2642, records of Martin County, Florida.***
SEC ***01*** /TWP / ***40*** /RNG ***38*** of ***Martin*** County, Florida. Real Property ID No.: ***01-40-38-000-000-00120-9***
~~including all improvements existing on the Property and the following additional property~~: _____

2. Purchase Price: (U.S. currency) ..... $ ***275,000.00***
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: ***NA***
Escrow Agent's Contact Person: ***NA***
Escrow Agent's Address: ***NA***
Escrow Agent's Phone: ***NA***
Escrow Agent's Email: ***NA***

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
☐ accompanies offer
☐ will be delivered to Escrow Agent within _____ days (3 days if left blank) after Effective Date ..... $ _____
(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
☐ within _____ days (10 days if left blank) after Effective Date
☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period ..... $ _____
(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... $ _____
(d) Other: _____ ..... $ _____
(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ ***275,000.00***

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. Time for Acceptance; Effective Date: Unless this offer is signed by **Seller** and **Buyer** ~~and an executed copy~~ delivered to all parties on or before ***August 14, 2026***, this offer will be withdrawn ~~and **Buyer's** deposit, if any, will be returned~~. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. Closing Date: This transaction will close on ***within 90 days of execution*** ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (**Check as applicable**)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within **_____** days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $ _____ or _____% of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $**_____**, bearing annual interest at **_____**% and payable as follows: _____
The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____
LN#_____ in the approximate amount of $_____ currently payable at $**_____** per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (**Check one**) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☐ special warranty deed ☒ other (specify) ***County Deed***, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at
(**Check one**) ☐ **Seller's** ☒ **Buyer's** expense and
(**Check one**) ☒ within ***15*** days after Effective Date ☐ at least _____ days before Closing Date, (**Check one**)

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(1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

9. Property Condition: Seller will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (**Check (1) or (2)**)

(1) ☒ **Due Diligence Period: Buyer** will, at **Buyer's** expense and within ***30*** days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"

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condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☐ **No Due Diligence Period: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be ~~conducted by mail or electronic means~~. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) ~~and brokerage fees to Broker as per Paragraph 21~~. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:

~~Taxes on deed~~

Recording fees f~~or documents needed to cure title~~

~~Title evidence (if applicable under Paragraph 8)~~

~~Estoppel Fee(s)~~

Other: ***Closing documents from purchase of property will be provided***

(b) Buyer Costs:

~~Taxes and recording fees on notes and mortgages~~

Recording fees ~~on the deed and financing statements~~

~~Loan expenses~~

Title evidence (if applicable under Paragraph 8)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: ***Taxes on Deed***

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

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(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) 1031 Exchange: If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days, based on where the Property is located, will be used when computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103), or on a day a national legal holiday is observed shall extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: Seller or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

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16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

~~**(a) Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.~~

~~**(b) Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.~~

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent: Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

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Seller's Sales Associate/License No.	**Buyer's** Sales Associate/License No.
Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
Listing Brokerage	**Buyer's Brokerage**
Listing Brokerage Address	**Buyer's Brokerage Address**

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

☐ A. Back-up Contract
☐ B. Kick Out Clause
☐ C. HOA Addendum
☐ D. Other _____

23. Additional Terms:

A. During the Due Diligence period, Buyer shall have the sole, absolute, complete and unconditional right for any reason whatsoever, and without cause or obligation to state a cause, to terminate this contract by delivering such written notice of such termination to the seller prior to the end of the Due Diligence period.

B. Buyer is solely responsible for the fulfillment of payment obligations to buyers realtor/broker, if any, as the County does not pay commissions.

C. The execution of final sale documents and the closing of this transaction are contingent upon final approval of this contract by the Martin County Board of County Commissioners.

D. In any litigation by this Contract, each party shall bear their own costs and fees, including attorney fees and this provision shall survive closing or termination of this contract.

E. Seller will convey the entire property via a County Deed that contains any restrictions. A draft copy of the County Deed will be provided to buyer upon final execution of Contract and approve by the Board of County Commissioners.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer

[The remainder of this page is intentionally left blank.

This Contract continues with Line 368 on Page 8 of 8.]

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This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Village of Indiantown, a municipal corporation of the State of Florida

Buyer: _____ Date: _____

Print name: _____

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

Martin County, a political subdivision of the State of Florida

Seller: _____ Date: _____

Print name: ***Don Donaldson, County Administrator or his designee***

Seller: _____ Date: _____

Print name: ***Martin County Board of County Commissioners - Administrator or Designee***

Seller's address for purpose of notice:

Address: ***2401 SE Monterey Rd., Stuart, Florida 34996***

Phone: ***772-221-2354*** Fax: _____ Email: ***csegura@martin.fl.us***

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